



RESOLUTION
(51 - 2015)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING A PUBLIC
IMPROVEMENT CONTRACT, FOR CONSTRUCTION SERVICES FOR THE
INTERLACHEN PUMP STATION ENCLOSURE PROJECT**

WHEREAS, in 2013 the City Council adopted the City's Sanitary Sewer Master Plan (SSMP); and

WHEREAS, Section 6 of the SSMP details the need for sewer pump station improvements; and

WHEREAS, Interlachen Pump Station was noted as needing improvements to enhance safety; and

WHEREAS, Adjacent Creekside Terrace sewer was identified by City's Public Works Superintendent and Engineering Associate as needing rehabilitation; and

WHEREAS, Harper Houf Peterson Righellis, Inc was selected for the design of the Interlachen Pump Station Enclosure based on expertise, project understanding, responsiveness, and other relevant factors, for a fee of \$4,500; and

WHEREAS, The City competitively bid the project in accordance with the City of Fairview Public Contracting Rules and state law; and

WHEREAS, Cedar Mill Construction Company LLC is the lowest responsible bidder with a bid of \$32,100.00, based on a lump sum costs of the anticipated quantities for the project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS
FOLLOWS:**

Section 1 The Fairview City Council hereby authorizes the Interim City Administrator to enter into a public improvement contract with Cedar Mill Construction Company LLC for construction of the Interlachen Pump Station Enclosure project for the City of Fairview for work described in the attached Exhibit "A."

Section 2 This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 16th day of September, 2015.

Mayor, City of Fairview
Ted Tosterud

9-21-15

Date

ATTEST

City Recorder, City of Fairview
Devree Leymaster



CITY OF FAIRVIEW, OREGON PUBLIC IMPROVEMENT CONTRACT

THIS CONTRACT is made as of the _____ day of _____, 20____ by and between

“Owner”: City Of Fairview

and **“Contractor”:** Cedar Mill Construction Company LLC

for **“Project”:** Interlachen Pump Station Enclosure Project

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows: Construction of a CMU block C-shape enclosure building, on concrete pad and a metal roof as design by Harper Houf Peterson Righellis Inc. titled “Pump Equipment Enclosure Fairview, Oregon”.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Construction of a CMU block C-shape enclosure building, on concrete pad and a metal roof as design by Harper Houf Peterson Righellis Inc. titled “Pump Equipment Enclosure Fairview, Oregon”.

ARTICLE 3 – ENGINEER/PM

- 3.01 The Project has been designed by Harper Houf Peterson Righellis Inc. (HHPR). The Owner may designate a Project Manager to act as the Owner’s representative and assist Owner in managing the Project.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will substantially complete the Work on or before November 30, 2015 and finally complete the Work in accordance with the General Conditions on or before November 30, 2015.
- 4.03 Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in 4.02, plus any extensions that Owner permits in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by Owner if the Work is not

completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$200.00 for each day that expires after the time specified in 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by Owner, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$200.00 for each day that expires after the time specified in 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to a Lump Sum of: thirty two thousand one hundred dollars and zero cents \$32,100.00. All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
 - F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Small Public Improvement Contract” are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include: (1) the Contractor’s Bid is that document dated 8/21/2015 and signed by Jesse Vail; (2) the Specifications that are contained in the design drawings by HHPR, titled “Pump Equipment Enclosure Fairview, Oregon”
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED:

OWNER

City of Fairview

By: _____

Name: _____

Title: _____

CONTRACTOR

Cedar Mill Construction Company LLC

By: _____

Name: _____

Title: _____

